

AGENDA

COMMITTEE ON PUBLIC SAFETY, HEALTH AND TRAFFIC

February 1, 2010
Aldermen Roy, Osborne,
Long, Ouellette, Shaw

5:30 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Roy calls the meeting to order.
2. The Clerk calls the roll.
3. The Parking Division has submitted an agenda which needs to be addressed:

METERS – 2 HOUR LIMIT:

Concord Street north side, from Vine Street to a point 99 feet easterly
Alderman Long

METERS – 2 HOUR LIMIT:

Concord Street, north side, from a point 114 feet east of Vine Street to a
point 75 feet west of Chestnut Street
Alderman Long

NO PARKING ANYTIME:

Concord Street, north side, from a point 99 feet east of Vine Street to a
point 15 feet easterly
Alderman Long

RESCIND METERS – 2 HOUR LIMIT:

Concord Street north side, from Vine Street to a point 115 feet east of
Chestnut Street
ORD 7659
Alderman Long

RESCIND 2 HOUR PARKING DURING SCHOOL HOURS:

Walnut Street, from Bridge Street to Concord Street
Alderman Jim Roy

RESCIND 2 HOUR PARKING:

Concord Street, from Union Street to Walnut Street
Alderman Jim Roy

NO PARKING ANY TIME:

Walnut Street, west side, from Lowell Street to a point 79 feet south
Walnut Street, west side, from 155 feet south of Lowell Street Concord
Street

Concord Street, north side, from Union Street to a point 54 feet east
Alderman Jim Roy

2 HOUR PARKING ONLY DURING SCHOOL HOURS:

Walnut Street, West side, from 79 feet south of Lowell Street to a point 76
feet south

Concord Street, north side, from a point 153 feet east of Union Street to a
point 55 feet east

Alderman Jim Roy

15 MINUTE PARKING:

Concord Street, north side, from a point 76 feet east of Union Street to a
point 77 feet east

Alderman Jim Roy

NO PARKING HANDICAP ZONE/HANDICAP PARKING ONLY:

Concord Street, north side, from a point 54 feet east of Union Street to a
point 22 feet east

Alderman Jim Roy

Ladies and Gentlemen, what is your pleasure?

4. Presentation by Timothy Soucy, Public Health Director, regarding recent H1N1 activities in the community.
Ladies and Gentlemen, what is your pleasure?
5. Discussion regarding the recent recall of iPark meters.
Ladies and Gentlemen, what is your pleasure?
6. Communication from Brandy Stanley, Parking Manager, regarding Ordinance Amendment amending Section 70.78 PENALTY.
Ladies and Gentlemen, what is your pleasure?
7. Communication from Brandy Stanley, Parking Manager, regarding free parking for Boards and Commissions.
Ladies and Gentlemen, what is your pleasure?

8. Communication from Ronald Golub, CEA Bromfield LLC, regarding street closures in the Gold Street area.

Ladies and Gentlemen, what is your pleasure?

TABLED ITEM

A motion is in order to remove this item from the table.

9. **NO THROUGH TRAFFIC:** – (Emergency personnel exempt – access achieved through the use of pre-emption system controlled gates)
On Sewall Street at Ross Avenue
On Gold Street, from Ross Avenue to Bradley Street
[Proposed traffic regulations related to Wal-Mart project]

RESCIND STOP SIGN:
On Sewall Street at Ross Avenue – SWC (Ord. 2620)
[Proposed traffic regulations related to Wal-Mart project]
(Note: Tabled 1/11/10)
10. Amended and Restated Petition to close streets by gates submitted by Wal-Mart Real Estate Business Trust attorneys Devine Millimet & Branch, Professional Association.
(Note: Communication from Attorney Daniel Callahan withdrawing the Petition to close streets by gates related to the Wal-Mart project on Gold Street has been attached. Additional attached documentation includes; a recommendation from Michael Landry, Planning Board Chairman; Communication from Pamela Goucher, Deputy Director of Planning & Zoning outlining the conditions of the Planning Board's approval of the site plan; and Communication from Susan Duprey identifying benefits to the City of Manchester related to the Wal-Mart project.)
(Note: Tabled 1/11/10)
11. Communication from Montgomery Street area residents, requesting two stop signs and a "No Truck Route" sign be placed on Montgomery Street.
(Note: Tabled 1/11/10)
12. Communication from W. Jean and Lucielle D. Laflamme objecting to the neighbor's proposal to the removal of stop signs on Dexter Street.
(Note: Tabled 1/11/10)

13. Communication from Brandy Stanley, Parking Manager, submitting revisions to 70.06 and 70.36 for Overtime Parking.
(Note: Tabled 1/11/10)
14. Communication from Kevin Sheppard, Public Works Director, requesting approval of the attached Mutual Aid Agreement and authorizing the Mayor to execute said agreement for the City.
(Note: Tabled 1/11/10; Communication attached from Kathryn A. Myers, NHPWMA Board Member, explaining roles and responsibilities of members of the Board of Directors.)
15. Communication from Rene Fortin of Gold Street, requesting alternate solutions to commercial expansion in the Gold Street neighborhood.
(Note: Referred by the Board of Mayor and Aldermen on 08/18/09. Tabled 8/31/09 waiting for Planning Board meeting.)
16. If there is no further business, a motion is in order to adjourn.

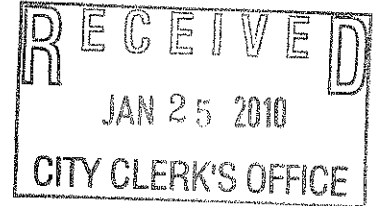
Timothy M. Soucy, MPH, REHS
Public Health Director

Anna J. Thomas, MPH
Deputy Public Health Director



CITY OF MANCHESTER
Health Department

BOARD OF HEALTH
Carol Bednarowski
Robert Duhaime, RN, MBA
Laura Smith Emmick, MD
William Mehan, DMD, MS
Kristin Schmidt, PA-C



January 22, 2010

Alderman Jim Roy, Chairman
Committee on Public Safety, Health and Traffic
C/o Matt Normand, City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

RE: H1N1 Update

Dear Alderman Roy,

I am respectfully requesting the opportunity to update the Public Safety, Health & Traffic Committee at its February 1, 2010 meeting on the recent H1N1 activities in the community.

This brief presentation will cover our recent surveillance and clinical activities as well as discussing community outreach efforts and our strategy for the upcoming months.

Thank you for your consideration.

Sincerely,

Timothy M. Soucy, MPH, REHS
Public Health Director

Cc: Phil Alexakos, Chief of Environmental Health & Emergency Response

CITY OF MANCHESTER

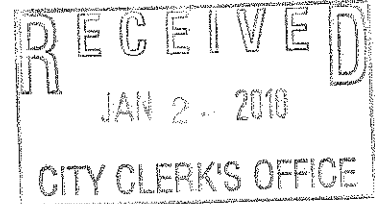
PARKING DIVISION



Brandy Stanley
Parking Manager
bstanley@manchesternh.gov

January 25, 2010

Chairman Jim Roy
Committee on Public Safety, Health & Traffic
One City Hall Plaza
Manchester, NH 03101



Re: Correction to section 70.78: penalty for parking in front of a fire hydrant

Dear Chairman Roy:

Last month, the Committee and the Board of Mayor and Aldermen reinstated the penalty for parking in front of a fire hydrant, previously passed in December 2007.

When I received the official report from the City Clerk's office, I reviewed the submission I sent to the traffic committee and saw that I put the incorrect late fee in the fee table. The fee after 30 days should have been \$100 rather than the original fine of \$75.

Please accept my apology for the oversight, and I have attached the fee table again, reflecting the correct fees.

I thank you in advance for your consideration.

Sincerely,

Brandy Stanley
Parking Manager
City of Manchester

CC: Bill Sanders

City of Manchester New Hampshire

In the year Two Thousand and

AN ORDINANCE

"Amending §70.78 to increase the penalty for parking within 15 feet of a fire hydrant."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. Amend the Code of Ordinances by inserting new language as bolded (**bold**), and deleting existing language as ~~struckthrough~~. Portions of the following sections that remain unchanged appear in regular type.

§ 70.78 PENALTY

(A) Each owner or operator of a vehicle found in violation of any provision of Chapter 70 may pay in person or by mail to the Ordinance Violations Bureau the penalty for each violation pursuant to the following table:

VIOLATION	BASIC PENALTY	INCREASED PENALTY (After 30 days from the notice of violation)	INCREASED PENALTY (After 60 days from the notice of violation)
Expired Parking Meter	\$10	\$20	\$24
Overtime Parking-Meter	\$15	\$30	\$36
Permit Parking Only	\$15	\$30	\$36
Occupying more than one parking stall	\$15	\$30	\$36
Overtime Parking- No Meter	\$30	\$60	\$72
No Parking Zone	\$50	\$75	\$90
No Parking Tow Zone	\$50	\$75	\$90
Fire Lane	\$50	\$75	\$90
Parking Within 15 Feet of Fire Hydrant	\$75	\$75 \$100	\$120
Parking Within 5 Feet of Private Driveway	\$50	\$75	\$90
Handicapped Parking Space-Access Aisle	\$100	\$200	\$240
Handicapped Zone	\$250	\$300	\$360
Failure to display pay & display receipt	\$10	\$20	\$24
Commercial Vehicle Prohibited Overnight Parking	\$50	\$100	\$120

(B) Any violation of Chapter 70 not identified elsewhere in the code shall be issued pursuant to Section 38.06(B) of this code.

II. This ordinance shall take effect upon passage.



CITY OF MANCHESTER

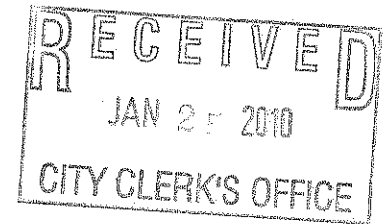
PARKING DIVISION



Brandy Stanley
Parking Manager
bstanley@manchesternh.gov

January 25, 2010

Chairman Jim Roy
Committee on Public Safety, Health & Traffic
One City Hall Plaza
Manchester, NH 03101



Re: Free Parking for Boards & Commissions

Dear Chairman Roy:

At the request of the Traffic Committee, we have developed a plan for allowing appointed members of Board, Commissions and Task Forces to park free of charge and without being subject to the 2 hour time limit at metered parking spaces. I have attached a list of the various groups, and there appear to be a total of 223 seats. Some seats are vacant, being filled by city employees or Aldermen, and some individuals are sitting on more than one group.

Following are the details of the plan.

Customer Procedures

This process is designed to be very simple for those wishing to get a permit – they would go to the City Clerk's office, sign a form and pick up a permit. The permit should be hung from the rear-view mirror and the Parking Control Officers will not ticket the vehicle for an unpaid meter or for staying longer than the designated time limit at a metered parking space.

Parking Permits

For members of the Board of Mayor & Aldermen and the School Board, the current magnetized placards would continue to be used and issued as they have been.

For members of Boards, Commissions and Task Forces, Department Heads, City Hall Vendors and the Information Booth, the Parking Division would provide hanging permits

similar to those already issued for monthly parking (lots and on-street) and residential parking.

The new permits would indicate that the permit holder is a member of one of these groups and each permit would have a number pre-printed on it. I have attached a copy of one of the existing permits as a sample.

Distribution of Permits

The permits would be distributed by the City Clerk's office and would be valid at any metered parking space in the city. Mr. Normand has agreed that this is a convenient method for issuing the permits and is willing to let the Parking Division know when and to whom any permits are issued.

When a permit is issued, they will be asked to put information on a form and sign it in the space indicated. These forms will be kept on file at the City Clerk's Office, and I have attached a draft for the committee's review.

Timeline

Should the Committee and the Board of Mayor & Aldermen approve this plan, the parking division will order the permits immediately. The permits should come in 3-4 weeks later, and we will bring them to the City Clerk's office when we get them.

Please let me know if you have any questions or require further information.

Sincerely,

Brandy Stanley
Parking Manager
City of Manchester

CC: John Brady
Matthew Normand
Bill Sanders

City of Manchester

Board & Commissions

<u>Name of Group</u>	<u>Members</u>
Task Force on Efficiencies & Consolidations	7
Task Force on Student Alignment	7
Airport Authority	7
Arts Commission	8
Board of Adjustments (Zoning)	6
Board of Health	5
Board of Recount	3
Board of Registrars	5
Board of Trustees of the Trust Fund	7
Building Board of Appeals	5
Central Business Service District Board	7
Conduct Board	5
Conservation Commission	8
Fire Commission	5
Heritage Commission	10
Highway Commission	6
Manchester Development Corporation Board of Directors	12
Manchester Housing & Redevelopment Authority	9
Manchester Transit Authority	5
Millyard Design Review Committee	7
Office of Youth Services Advisory Board	14
Parks, Recreation and Cemetary Commission	5
Personnel Appeals Board	6
Planning Board	10
Police Commission	5
Retirement Board	9
Revolving Loan Fund Board	9
Safety Review Board	9
Senior Services Commission	6
Trustees of the City Library	9
Water Commission	7
Total Members	223
Other - City Hall Information Desk	1 to 2
Other - Vendors to City Hall	Varies
Other - Department Heads (Outside City Hall)	Unknown

CITY OF MANCHESTER

Parking Division



Parking Manager
Brandy Stanley
Email: bstanley@manchesternh.gov



Parking Administrator
Denise Boutilier
Email: dboutilier@manchesternh.gov

Permit Agreement

Permits are valid at any metered parking space in the City of Manchester and are transferable from vehicle to vehicle. Permits must be hung on the rear view mirror so that they can be clearly seen from the outside of the vehicle. The vehicle will be subject to a parking violation if the permit is not hung properly or is missing.

This permit is the property of the City of Manchester, and should be returned to the office of the City Clerk or the Parking Division upon request.

The charge to replace a lost or stolen parking permit is \$20.00.

This permit may only be used while the permit holder is conducting business on behalf of the City of Manchester.

Date : _____ **permit number(s):** _____

Name: _____

Address: _____

Phone number: _____ **fax number:** _____

Vehicle information – make, model and license plate #: _____

Signature: _____

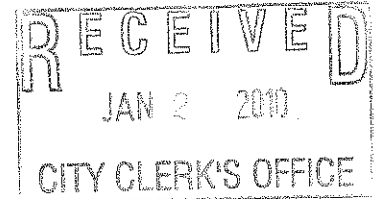
City of Manchester, Parking Division, 25 Vine St., Manchester, NH 03101
Phone: 603-624-6580 Fax: 603-665-6623
Web Site: www.ManchesterNH.gov

EXPIRES 6/30/2010

0026

PINE ST. PARKING LOT
PARKING PERMIT

CEA Bromfield LLC
1105 Massachusetts Ave., Suite #2F
Cambridge, MA 02138



January 18, 2010

City of Manchester
Committee on Public Safety, Health & Traffic
Office of the City Clerk
One City Hall Plaza
Manchester, NH 03101

Dear Aldermen Roy, Long, Osborne, Ouellette and Shaw:

I'm sending this email to voice concern over a possible condition of the Wal-Mart project. Specifically, I **strongly believe that the closure of Gold Street and Ross/President Ave. will be of little benefit to anyone and would be a severe detriment to many.**

As you might know, we purchased South Willow Plaza about three years ago and have been constantly improving the property ever since. We have continued to reinvest in the property as it helps our tenants and our customers. Our curb cut to John E. Devine that was approved by the Planning Board has proven to be very successful. Not only did it improve truck circulation on our site, but it has been a great asset to the residents who live in the Neighborhood served by S. Beech and Gold Streets ("The Neighborhood").

Currently, The Neighborhood's residents can safely enter and exit our property without traveling on South Willow Street. This is a shorter, safer trip for them and keeps from adding volume to an already congested South Willow Street. This shorter travel distance also results in reduced carbon emissions.

If the connections to Gold Street and Ross / President Aves. are closed, I feel that these vehicle trips will still exist, but they will become longer, disturbing **more** residents and adding volume unnecessarily to South Beech and South Willow. No one will benefit and many will be hurt. Have studies been done examining the impact this could have on the intersections of South Beech / South Willow and S. Beech and Brown Ave.?

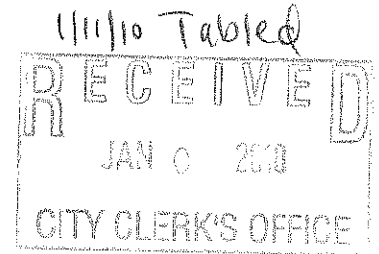
The only people that use these streets are the Neighborhood's residents themselves. By closing Gold, Ross, and/or President, you'd only be hurting the very same people you are thinking of helping.

I am in support of the proposed Wal-Mart as I think it will be a benefit to the residents of Manchester and the businesses in the commercial district. However, I think the closure of Gold, Ross and/or President would be a mistake with no benefits.

Thank you for your consideration,

A handwritten signature in dark ink, appearing to read "Ron Golub".

Ronald Golub



January 8, 2010

DANIEL J. CALLAGHAN
T 603.695.8501
F 603.226.1001
DCALLAGHAN@DEVINEMILLIMET.COM

HAND DELIVERY

Matthew Normand, Clerk
City of Manchester
One City Hall Plaza
Manchester, NH 03101-2097

**RE: Walmart, Gold Street Project
Amended and Restated Petition to Close Streets by Gates**

Dear Clerk Normand:

On December 11, 2009, we filed an Amended and Restated Petition to Close Streets by Gates (the "Petition") with the Board of Mayor and Aldermen based upon the decision of the Manchester Planning Board of December 10, 2009, regarding application SP-10-2009 in which the Planning Board approved the site plan for the Walmart project on Gold Street. As a part of that site plan approval, the Planning Board requested traffic regulation with respect to Gold Street, between Bradley Street and Ross Avenue, and Sewall Street at Ross Avenue to close Gold Street and Sewall Street to through traffic and install emergency vehicle pre-emption system controlled gates. We submitted the Petition on behalf of our Walmart Real Estate Business Trust. We intended that the Petition address the regulation of traffic and allow internal circulation on Gold, Bradley and Sewall Streets. We did not intend to seek the discontinuance of any streets.

We understand that the Planning Board submitted a letter to the Board of Mayor and Aldermen on December 11, 2009, requesting the traffic regulations set forth in its decision of December 10, 2009, and outlined in this letter. We also understand that the request of the Planning Board is currently pending before the Board of Mayor and Aldermen and will be heard by Committee on Public Safety/Traffic on Monday, January 11, 2010, at 5:00 p.m.

Based upon these understandings, we withdraw the Petition and request that the Board of Mayor and Aldermen act on the request of the Planning Board, dated December 11, 2009, with respect to these matters.

Matthew Normand, Clerk
January 8, 2010
Page 2

Please contact me if you have any questions.

Very truly yours,



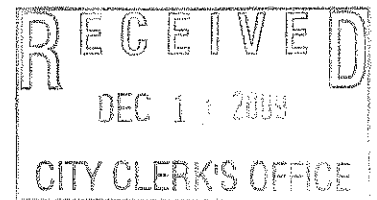
Daniel J. Callaghan

DJC:ml

cc: Honorable Jim Roy
Thomas Clark, Esq.
Susan Duprey, Esq.

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**To the Honorable Board of Mayor and Aldermen
of the
City of Manchester, New Hampshire**



AMENDED AND RESTATED PETITION TO CLOSE STREETS BY GATES

Now comes the Petitioner, Wal-Mart Real Estate Business Trust, by and through its attorneys, Devine, Millimet & Branch, Professional Association, and represents that for the accommodation of the public there is occasion for the closing of certain streets by the installation of gates described as follows:

- a. Sewall Street at Ross Avenue and
- b. Gold Street between Bradley Street and Ross Avenue.

This request is made in conjunction with a site plan approval granted by the City of Manchester Planning Board on December 10, 2009 (regarding SP-10-2009), pursuant to which a site plan was approved for Petitioner to locate a Wal-Mart store at 725 and 835 Gold Street. The Planning Board directed the Petitioners to request that the Mayor and Board of Aldermen permit the installation of gates described above and below, as a condition of its approval.

Petitioner therefore requests that, pursuant to your authority, you modify or condition the layout of said streets by permitting the installation of Opticom gates thereon, in such a manner that said streets remain public ways and provide an emergency pre-emption system controlled gate (Opticom).

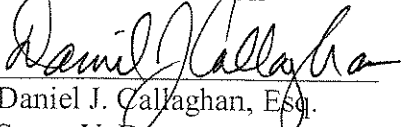
In support thereof, Petitioner does hereby agree to install said gates at its sole expense and to complete any and all other work necessary for the construction and installation of said gates all as required by the Planning Board approval of SP-10-2009 on December 10, 2009.

The Petitioner represents that this Amended and Restated Petition replaces the petition filed earlier today.

Respectfully submitted,
Wal-Mart Real Estate Business Trust

By its Attorneys,
Devine Millimet & Branch
Professional Association

Dated: December 11, 2009

By: 
Daniel J. Callaghan, Esq.
Susan V. Duprey
111 Amherst Street
Manchester, NH 03101
(603) 669-1000

In Board of Mayor and Aldermen

Date: 12/15/09

On motion of Ald. O'Neil

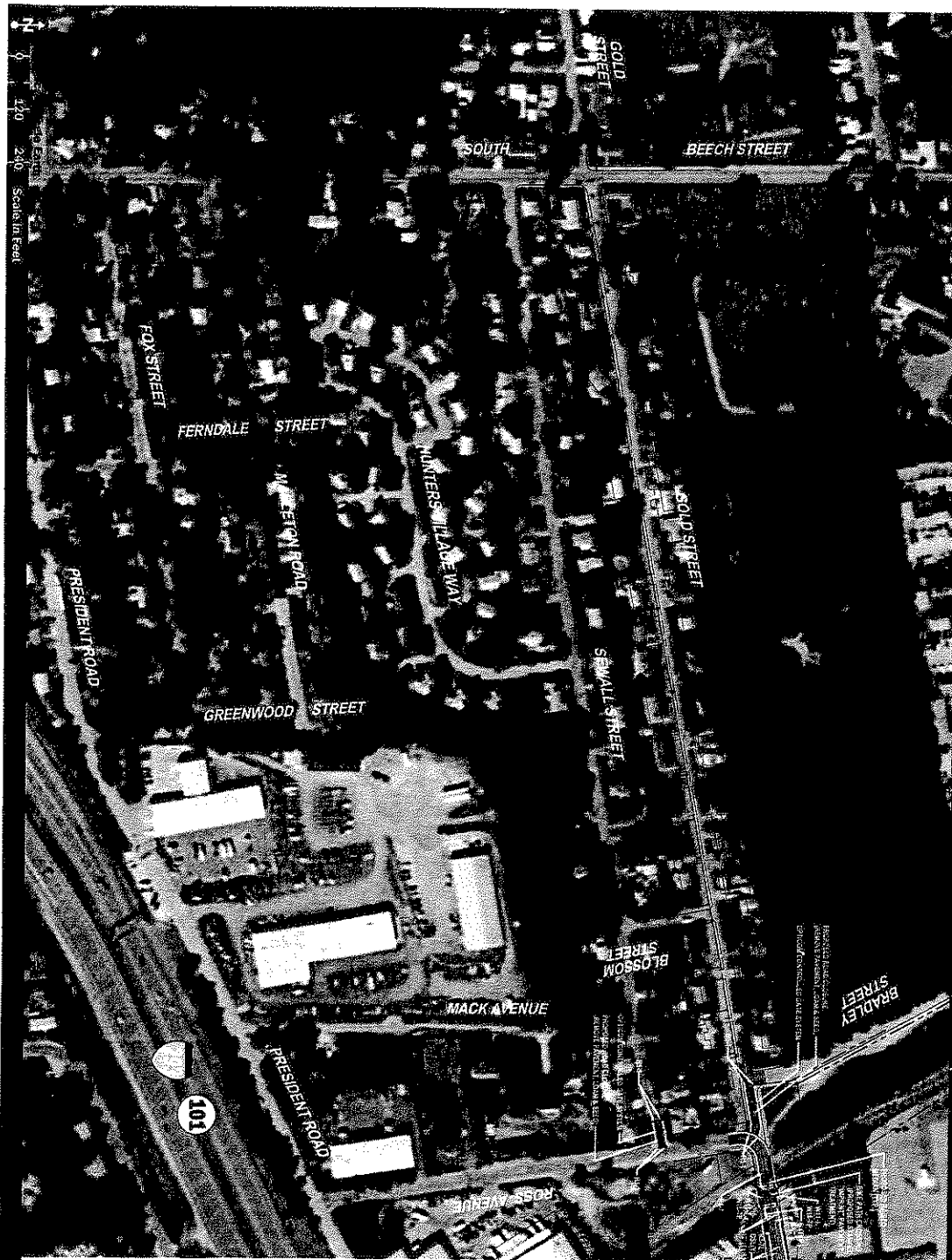
Seconded by Ald. Pinard

Voted to refer to the Committee on Public Safety, Health and Traffic.


City Clerk

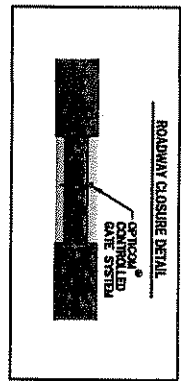
10-3

Traffic Impact and Access Study - Proposed 11 at Mont Street - Montclair, New Hampshire



SEE SHEET 2 OF 2

STIPPLE LEGEND
SSL () SINGLE SOLID LINE (COLOR)
SSL () SINGLE BROKEN LINE (COLOR)
SSL () SINGLE DASHED LINE (COLOR)
SSL () DOUBLE SOLID LINE (COLOR)

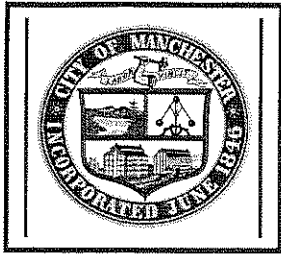


SIGN LEGEND			
W-7L	W-7L	W-11	W-11
W-7R	W-7R	W-11-1	W-11-1
W-7	W-7	W-11-7	W-11-7
W-1	W-1	W-11-7	W-11-7
W-1	W-1	W-11-7	W-11-7

Vanasse & Associates, Inc.
Transportation Engineers & Planners

10-4

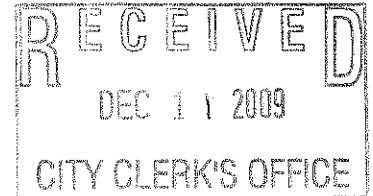
Gold Street Corridor
Improvement Plan
Sheet 1 of 2



City of Manchester Planning Board
c/o City of Manchester Planning & Community Development Dept.
One City Hall Plaza
Manchester, New Hampshire 03101
603-624-6450
Fax (603-624-6529)

December 11, 2009

Honorable Board of Mayor & Aldermen
City of Manchester
One City Hall Plaza
Manchester, NH 03101



Subject: Walmart, Gold Street

Honorable Board Members:

Please be advised that at the Planning Board Meeting of December 10, 2009, the Board took action to approve the Walmart project located on Gold Street, with several conditions. Two of these conditions involve street closures and will require approval by the full Board of Mayor and Aldermen. The two specific conditions are as follows:

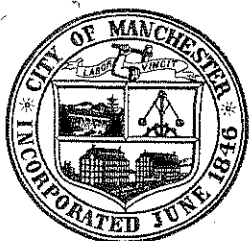
1. With the approval of the BMA, close Gold Street between Bradley Street & Ross Avenue and provide an emergency vehicle pre-emption system (OPTICOM) controlled gate, prior to securing a CO for the site; and
2. With the approval of the BMA, close Sewall Street at Ross Avenue and provide an emergency vehicle pre-emption system (OPTICOM) controlled gate, prior to securing a CO for the site.

The Planning Board **did not** want to close President Road, although they did include a condition whereby the applicant is required to place a set amount of monies in an escrow account to cover the costs of installing an OPTICOM controlled gate on President Road should it be determined within one year of the store opening that such a closure of President Road is warranted.

We respectfully request the Board of Mayor and Aldermen to take the necessary action to close Gold Street and Sewall Street at the locations indicated above.

Respectfully submitted,

Michael J. Landry, Chairman
Manchester Planning Board



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

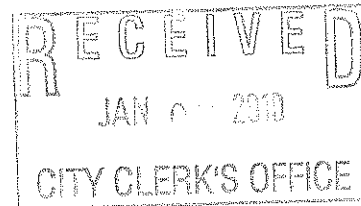
Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

December 18, 2009

Mr. Stephen DeCoursey, PE
Bohler Engineering
352 Turnpike Road
Southborough, MA 01772



Re: Walmart Stores, Inc.
Gold Street, Manchester, NH (SP-10-2009)

Dear Steve:

This letter is in reference to the recent action taken by the Planning Board on the proposed Walmart at 725 & 835 Gold Street. On December 10, 2009, the Planning Board **approved** the site plan with the following conditions:

- 1) With the approval of the BMA, close Gold Street between Bradley Street & Ross Avenue and provide an emergency vehicle pre-emption system (OPTICOM) controlled gate, prior to securing a CO for the site;
- 2) With the approval of the BMA, close Sewall Street at Ross Avenue and provide an emergency vehicle pre-emption system (OPTICOM) controlled gate, prior to securing a CO for the site;
- 3) Prior to a CO, construct the roadway and geometric improvements at the intersection of South Willow Street & John E. Devine Drive to provide a second left-turn lane from South Willow Street (northbound approach) onto John E. Devine Drive, such design consistent with the conceptual design provided by Vanasse & Associates and subject to approval by the Highway Department;
- 4) Provide a developer's contribution of \$20,000 for the shim and overlay of John E. Devine Drive, such funds to be submitted prior to the signing of plans;
- 5) Prior to a CO, install a traffic signal and construct roadway improvements at the intersection of South Beech Street and Brown Avenue, such design consistent with the conceptual improvement plan provided by Vanasse & Associates and subject to approval by the Highway Department and NHDOT, if necessary;
- 6) Prior to a CO, construct intersection modifications to allow for better truck turning maneuvering at the intersection of Ross Avenue and Gold

Street, such design consistent with the conceptual plan provided by Vanasse & Associates and subject to approval by the Highway Department;

- 7) Modification of the secondary entrance (across from John E. Devine Drive) to facilitate traffic flow and eliminate traffic conflicts, including the elimination of 8 parking spaces along Gold Street (**The Board modified this condition to add language that, after the first year of the store opening, this area of the site should be revisited to determine if all 23 of these spaces should be eliminated**);
- 8) Provide a developer's contribution of \$81,000 to the South Manchester Trail System, such funds to be submitted prior to the signing of plans, and construct the pedestrian crossing of Gold Street as represented on plans prepared by Bohler Engineering, prior to securing a CO for the site;
- 9) Mill and patch vertical alignment of Gold Street and Caleff Road, prior to CO for the site;
- 10) Provide \$180,000 in an escrow account to cover anticipated costs associated with the installation of an OPTICOM controlled gate on President Road and the installation of a traffic signal at the primary property entrance & Gold Street, should the Planning Board decide within one (1) year of opening of store that such installations are necessary;
- 11) Proposed pylon sign located along I-293 shall include the words "Use Exit 1" on the sign;
- 12) Curbing along Gold Street and the primary entrance shall be vertical granite and all other site curbing shall be sloped granite. Sidewalks and curbing around the building may be concrete;
- 13) Outside display of products will be limited to those locations indicated on the final signed plans and shall not be allowed along the north (Gold Street) side of the building;
- 14) Snow storage on site shall not obstruct any visual clearance at driveway intersections and shall be removed from the site as necessary;
- 15) Minor site plan adjustments, including, but not limited to, the modification of accessible parking spaces shall be finalized to the satisfaction of planning staff prior to the signing of plans;
- 16) Approval and permits from all City and State reviewing agencies prior to the signing of plans;
- 17) Permits for building elevations and signage shall be consistent with the representations made at the public hearings and on the site plans;
- 18) A Notice of Merger shall be submitted and signed prior to the signing of plans;
- 19) Submission of an easement document for the encroachment of ROW pavement and sidewalk along Gold Street frontage, to the satisfaction of the Highway Department and the City Solicitor;
- 20) Provide a signed and stamped letter from a licensed engineer certifying that the detention basin and drainage has been built in accordance with

the approved site plan documents, prior to the issuance of a CO for the site;

- 21) Obtaining a building permit within one year of approval; otherwise this approval shall be null and void;
- 22) Synchronization of the traffic signals on South Willow Street to the best of the applicant's ability (**Condition added by the Board with their motion to approve**);
- 23) Addition of a sign at the John E. Devine/Gold Street secondary entrance directing traffic to use the main entrance (**Condition added by the Board with their motion to approve**).

As you know, the first two conditions involve street closures and require approval by the Board of Mayor and Aldermen. Should you have questions regarding any of these conditions, please feel free to contact this office.

Sincerely,

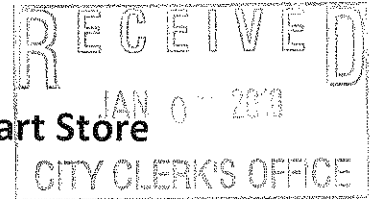
A handwritten signature in black ink, appearing to read 'Pamela H. Goucher', with a stylized flourish at the end.

Pamela H. Goucher, AICP
Deputy Director of Planning & Zoning

C: Attorney Susan Duprey

Approval of Road Closings for Gold Street Walmart Store

BENEFITS TO THE CITY OF MANCHESTER



TRAFFIC IMPROVEMENTS

- More than **\$3.5 million** invested in offsite traffic improvements (see attached chart for details)
- **Improve traffic flow on South Willow Street corridor** through improved traffic signalization
- Significant improvements including double turn lanes to access to John E Devine Drive, which will **further improve traffic circulation on South Willow Street**
- **Reduction in current traffic levels on Gold, Sewall, and Bradley Streets** through the use of OPTICOM™ gates to prohibit "cut through" traffic.
- Substantial **road and/or intersection improvements** to John E. Devine Dr., Brown Ave., Gold Street,, S. Beech St., Ross Avenue, and March Ave.
- **\$60,000 placed in escrow** for the future closing of President Road if deemed necessary by the City

NEIGHBORHOOD IMPROVEMENTS

- **\$81,000 contribution** for extension of the South Manchester rail-trail.
- **Demolition of building that is an eyesore**, has multiple regulatory issues, and is a magnet for vandalism
- **Beautification of streetscape** through loaming, seeding, plantings, granite curbing and other treatments

JOBS

- The relocated Walmart store will create some **100 NET new jobs** with benefits, the majority of which will be full-time.
- \$50 million construction project will generate **hundreds of construction jobs** and significant economic stimulus in the city

TAX REVENUES

- More than **\$200,000 in NEW city property tax revenues** generated annually

REGARDING: PLANNING BOARD REQUEST FOR ROAD CLOSINGS FOR NEW GOLD STREET WALMART STORE

SUMMARY OF OFF SITE TRAFFIC IMPROVEMENT BENEFITS TO THE CITY OF MANCHESTER*

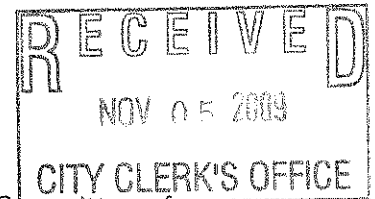
Intersection/ Roadway	Improvement Measure	Cost
South Willow Street/John E. Devine Drive	<ul style="list-style-type: none"> Design and construct a second left-turn lane on South Willow Street northbound to John E. Devine Drive; widen John E. Devine Drive to receive the second turn lane; reconstruct existing traffic signal system - resulting in double left lanes turning from South Willow Street onto double lanes on John E. Devine Drive. Modify the traffic signal systems to accommodate the improvements Modify, reconstruct or replace sidewalk, drainage, curbs, signs, and pavement as necessary 	\$800,000
South Willow Street/March Avenue	<ul style="list-style-type: none"> Implement optimal timing and phasing plan 	\$30,000
South Willow Street/Porter Street	<ul style="list-style-type: none"> Implement optimal timing, phasing and coordination plan 	\$30,000
South Willow Street/Gold Street	<ul style="list-style-type: none"> Implement optimal timing, phasing and coordination plan 	\$30,000
John E. Devine Drive/March Avenue	<ul style="list-style-type: none"> Reconstruct intersection to widen March Avenue to add a new lane resulting in separate left and right turn lanes (including paving, granite curbing drainage). 	\$350,000
Gold Street/John E. Devine Drive	<ul style="list-style-type: none"> Reconstruct intersection to widen John E. Devine Drive and create 2 lanes approaching the intersection (including paving, granite curbing and drainage) and to widen Gold Street to provide an additional lane for east bound left-turns Design and install traffic signal that will include bicycle and pedestrian accommodation thru push buttons and phasing for pedestrians and detections of bicyclists Marked cross walks for Gold Street, John E. Devine Drive and Walmart driveway 	\$420,000
Gold Street between rail-trail crossing and east Walmart Driveway (excluding Gold Street/John E. Devine Drive improvements)	<ul style="list-style-type: none"> Install/reconstruct sidewalk along south side Widen Gold Street to provide an additional lane for a right-turn lane at east Walmart driveway Reclaim/reconstruct Gold Street within project limits (including installation/repair/replacement of pavement, drainage and granite curbing) Loam and seed both sides of Gold Street Install signs/pavement markings Install infrastructure for future traffic signal 	\$950,000
Gold Street/Rail-Trail Crossing	<ul style="list-style-type: none"> Install raised intersection/median/traffic calming measures to create pedestrian and bicyclist friendly crossing 	\$60,000

10-10

Intersection/ Roadway	Improvement Measure	Cost
Gold Street/Ross Avenue	<ul style="list-style-type: none"> Reconstruct and widen intersection to improve truck turning and incorporate accommodations for pedestrians to cross intersection (including paving, granite curbing and drainage) 	\$60,000
Roadway Closure Plan (Alternative 4 without President Road closure)	<ul style="list-style-type: none"> Install roadway closures with 2 OPTICOM™ controlled gates at Gold Street/Bradley Street and Sewall Street/Ross Avenue in order to prevent through traffic on Gold, Bradley and Sewall Streets (including loan and seed of narrowed area at closures) 	\$120,000
President Road/Frontage Road	<ul style="list-style-type: none"> Establish escrow account to provide monies for the future installation of a roadway closure with OPTICOM™ controlled gate 	\$60,000
Brown Avenue/South Beech Street	<ul style="list-style-type: none"> Reconstruct intersection (including paving, granite curbing and drainage) and design and install traffic signal to include interconnection of the new signal with the existing signal system at the intersections of Brown Avenue and the two I-293 ramps 	\$420,000
Calef Highway/Gold Street	<ul style="list-style-type: none"> Mill and patch vertical curve transition on Gold Street approach to Calef Road to prevent vehicles using this intersection from "bottoming out" 	\$15,000
South Manchester Rail-Trail	<ul style="list-style-type: none"> Contribute funds for the extension of the South Manchester Rail-Trail proximate to the Walmart site (between Gold Street and the I-293 overpass) 	\$81,000
Gold Street/Walmart East Driveway	<ul style="list-style-type: none"> Establish escrow account to provide monies for the future installation of a traffic control signal when warranted 	\$120,000
John E. Devine Drive	<ul style="list-style-type: none"> Contribute funds for the shim and overlay of John E. Devine Drive 	\$20,000
TOTAL		\$3,566,000

* All of the above items are conditions of the Planning Board approval and must be fully constructed before a certificate of occupancy (CO) will be granted by the City of Manchester

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November 1, 2009

We, the undersigned, are requesting that our concerns be addressed to the Committee of Traffic and Public Safety.

We would like two stop signs be added on Montgomery Street. Fieldcrest and Dexter streets' stop signs could be removed in order to add those signs onto Montgomery Street. Vehicles travel Montgomery Street at excessive speed. Stop signs would help reduce the speed that cars travel and hopefully reduce the number of cars that use Montgomery Street as a "cut-through street" to avoid traveling on Coolidge Avenue. Montgomery Street is narrow and can no longer handle the volume of traffic that travels this street daily, however, Coolidge Avenue is designed to handle this volume of traffic. The volume and speed of the traffic has turned what was once a safe, residential neighborhood into an unsafe, noisy place to live. This street has many pedestrians walking, as well as, children walking to Northwest School, all without the benefit of sidewalks.

The two stop signs will provide this northern section of Montgomery Street with a level of safety similar to that found on Montgomery Street south of Dexter Street.

In addition, a "NO Truck Route" sign should be added on Montgomery Street. There are many heavy equipment vehicles that travel this residential area as a short cut to Goffstown Road.

We hope this committee investigates our concerns, and takes the appropriate actions to resolve this ongoing problem in our neighborhood.

Name	Address	Comments
<i>Robert G. Gilling</i>	<i>626-1650</i> <i>962 Montgomery St.</i>	
<i>Clara Vargas</i>	<i>975 Montgomery St.</i>	
<i>Leo Gungin</i>	<i>975 Montgomery St.</i>	
<i>Heidi Spigelkamp</i>	<i>980 Montgomery St.</i>	
<i>Greg Smith</i>	<i>997 Montgomery St.</i>	
<i>Thomas Mead</i>	<i>1065 Montgomery St.</i>	
<i>Robert Brumley</i>	<i>219 Fieldcrest</i>	
<i>James M. Maki</i>	<i>1000 Montgomery St.</i>	
<i>Shaun Gak</i>	<i>944 Montgomery St.</i>	

Paul Roy	955 Montgomery St	Apt. 1
Martine Roy	" " "	Apt. 2.
Yvette Smith	936 Montgomery St.	
Bess Dinnedy	875 Montgomery St	
Hert Miller	825 Lehigh St	
Alys Pasqua	828 Montgomery St	
Megan Rouhey	818 Montgomery St	
John Rouhey	818 Montgomery St	

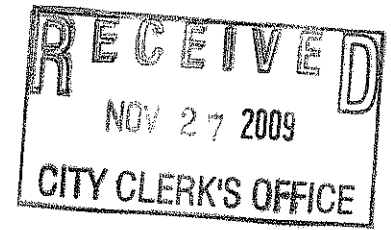
Nana Clement 796 Montgomery St.
 Marel Clement 796 Montgomery St
 Mary Ann Thor 779 Montgomery St
 Mary Y. Blois 888 Montgomery St
 Pauline Blois 888 Montgomery St
 Amelie Gypson 570 Montgomery St
 Alie Grembski 833 Montgomery St
 Constance McGraw 825 Montgomery St.
 Charles R. Porembski 833 MONTGOMERY ST
 Corey J.F. Porembski 833 MONTGOMERY ST

at least ten residents of Montgomery St. between
 Mason St. and Hoffstown Rd. have had vehicles damaged
 while parked on Montgomery St. One had a vehicle totalled,
 another had a new Cadillac totalled. Since some residents
 were not home when the petition was circulated, there may
 be more residents who have had damage done to their
 vehicles.

Also, most residents felt that the tall shrubs on Dexter,
 Montgomery and Coolidge blocked visibility and were a
 safety hazard.

11/11/10 Tabled

912 Montgomery Street
Manchester, New Hampshire 03102
November 25, 2009



Dear members of the Traffic and Public Safety Committee,

We reside at the Northwest corner of 912 Montgomery Street in Manchester. We understand that some of our neighbors have petitioned to have stop signs placed on Montgomery Street at the intersection with Dexter Street.

If the installation of the Montgomery Street signs is in addition to the Dexter Street stop signs, we join with our neighbors in their request. HOWEVER, if the installation of Montgomery Street stop signs results in the removal of the Dexter Street stop signs, then we strongly object to the request because in the removal of the Dexter Street stop signs, the Northeast corner would create a very dangerous condition due to the obstruction of the sightline to the north of Montgomery Street. There already has been a number of auto collisions with autos traveling westerly on Dexter Street and southerly on Montgomery Street. Let us not have any more!

Thank you for your attention to this issue and our request.

Very truly yours,

A handwritten signature in cursive script, appearing to read "W. Jean and Lucile D. Laflamme".
W. Jean and Lucile D. Laflamme

CITY OF MANCHESTER

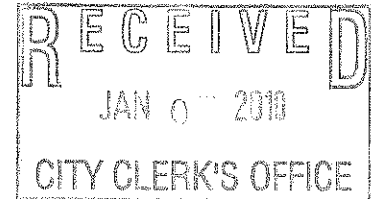
PARKING DIVISION



Brandy Stanley
Parking Manager
bstanley@manchesternh.gov

January 6, 2010

Chairman Jim Roy
Committee on Public Safety, Health & Traffic
One City Hall Plaza
Manchester, NH 03101



Re: Revisions to 70.06 and 70.36 for Overtime Parking

Dear Chairman Roy:

There has been a growing number of complaints from local business owners about vehicles that are parking in front of businesses all day. In response to these complaints, we looked at the effectiveness of our 2 hour limit ordinance and would like to change sections 70.07 and 70.36.

When we installed the Pay & Display meters, we eliminated the spaces in between parallel spaces. The current ordinance states that a vehicle must move from the space after the time limit has been reached. Since the spaces are not striped, the question becomes how far does someone need to move their vehicle in order to avoid an overtime ticket.

People have figured this out and are moving their vehicles back and forth by inches throughout the day, successfully circumventing the intent of the ordinance. This has been a growing problem and a source of frustration for my staff and many of the local business owners.

The proposed changes to the ordinances, if passed, require that a vehicle has to be moved from that side of the block until the next calendar day. This will allow our staff to effectively enforce the time limits and encourage all day parkers to explore alternate parking arrangements.

I thank you in advance for your consideration.

Sincerely,

Brandy Stanley

**Brandy Stanley
Parking Manager
City of Manchester**

CC: Bill Sanders

City of Manchester New Hampshire

In the year Two Thousand and Nine

AN ORDINANCE

“Amending Chapter 70 Motor Vehicles and Traffic of the Code of Ordinances of the City of Manchester by amending Section 70.36 Stopping, Standing and Parking by adding Section (E) Overtime Parking and Section (F) Penalty.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

- I. Amend the Code of Ordinances by inserting new language as bolded (**bold**) and deleting existing language as ~~struck through~~. Portions of the following sections that remain unchanged appear in regular type.

§ 70.36 STOPPING, STANDING, OR PARKING PROHIBITED.

(E) The driver of a vehicle shall not park such vehicle for longer than the designated time limit, as prescribed by Ordinance during the hours of enforcement, per calendar day.

1. Enforcement: Any vehicle parked on one side of a block between two intersections for longer than the designated time limit shall be in violation.

(F) Any violation under this section shall be considered a “No Parking Zone” and the fine will be as prescribed in Section 70.78 PENALTY, unless otherwise prescribed by Ordinance.”

- II. These ordinances shall take effect upon their passage.

City of Manchester New Hampshire

In the year Two Thousand and

AN ORDINANCE

"Amending Chapter 70: Motor Vehicles and Traffic of the Code of Ordinances of the City of Manchester by amending Section 70.06 DEFINITIONS to add the definition of OVERTIME PARKING."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. Deletions to existing ordinance language are ~~struckthrough~~. New language appears in **bold**. Sections of the following chapter that remain unchanged appear in regular type.

§ 70.06 DEFINITIONS

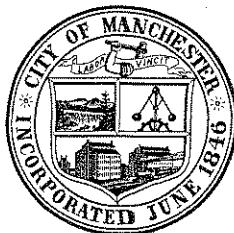
OVERTIME PARKING. The parking of a vehicle for longer than the posted limit as prescribed by city Ordinance during the hours of enforcement per calendar day.

II. This Ordinance shall take effect upon this passage.

11/11/10 Tabled

Kevin A. Sheppard, P.E.
Public Works Director

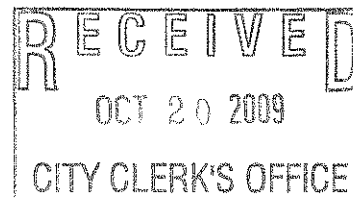
Timothy J. Clougherty
Deputy Public Works Director



Commission
William A. Varkas
Henry R. Bourgeois
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard

CITY OF MANCHESTER
Highway Department

October 19, 2009
#09-042



Committee on Public Safety & Traffic of the
Honorable Board of Mayor and Aldermen
CITY OF MANCHESTER
c/o City Clerk's Office
One City Hall Plaza,
Manchester, New Hampshire 03101

Re: *N.H. Public Works Mutual Aid Program*

Dear Board Members:

The New Hampshire Public Works Mutual Aid Program has been in existence since 2000. The purpose of the program is to offer aid and assistance to participating agencies in times of declared disasters and in cases of emergency. It establishes protocols and agreements before an emergency strikes.

Attached is the Mutual Aid Agreement which was reviewed and approved by the City Solicitor's Office. At this time, I am requesting the Board of Mayor and Aldermen to approve this agreement as well as authorize the Mayor to execute an agreement for the City.

I want to thank you in advance for your consideration and will be available to answer any questions the Committee may have.

Sincerely,

Kevin A. Sheppard, P.E.
Public Works Director

/c

Encl.

cc/ Timothy J. Clougherty, Deputy Public Works Director
Thomas Clark, City Solicitor

Thomas R. Clark
City Solicitor

Thomas I. Arnold, III
Deputy City Solicitor



Peter R. Chiesa
Gregory T. Muller
John G. Blanchard
Jeremy A. Harmon

CITY OF MANCHESTER
Office of the City Solicitor

April 13, 2009

Kevin A. Sheppard, P.E.
Public Works Director
Department of Highways
227 Maple Street
Manchester, NH 03103

Re: Mutual Aid Agreement

Dear Kevin:

Pursuant to your request, I have reviewed the New Hampshire Public Works Mutual Aid Agreement. It is my understanding from you that this program has been up and running since 2000.

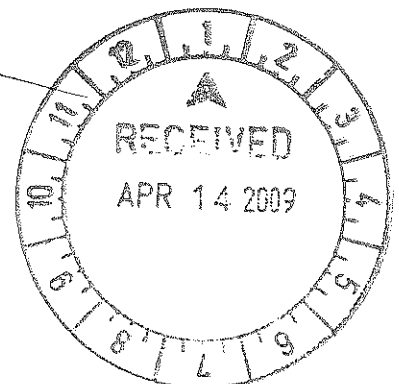
Based upon my review, the agreement is satisfactory to the City. You may forward it to the Board of Mayor and Aldermen for approval.

If I can be of any further assistance, feel free to contact me.

Very truly yours,

Thomas R. Clark
City Solicitor

TRC/hr
Enclosure



One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6523 • FAX: (603) 624-6528
TTY: 1-800-735-2964

E-Mail: solicitor@manchesternh.gov • Website: www.manchesternh.gov

14-2

NHPWMA

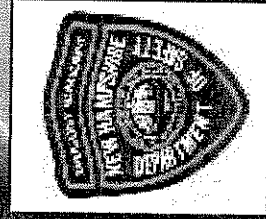
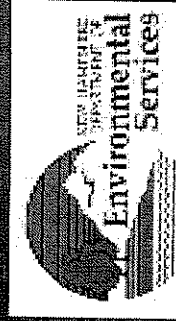
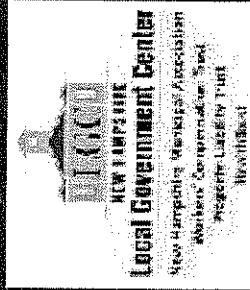
Board Members

1. Alan Côté, President
2. Ken Daniels, Vice President
3. Bill Herman, NHPWMA, Sec./Tres.
4. John Andrews, LGC
5. Brian Barden, NHRAA
6. Bill Cote, LGC
7. Kathryn A. Myers, UNH T2 Ctr.
8. Dave Danielson, Forcee LLC.
9. Caleb Dobbins, NHDOT
10. Kurt Grasset, Road Agent
11. Richard Lee, NHRAA
12. Timothy Russell, Police
13. Charlie Smart, Building Inspector
14. James Terrell, NHRAA
15. Dick Wright, Fire
16. Johnna McKenna, DES

For more information, please contact:

Kathryn Myers
UNH Technology Transfer Center
33 Academic Way
Durham NH 03824
603-862-1362
k.myers@unh.edu

NHPWMA website:
www.t2.unh.edu/ma
www.nhwarn.org



Towns Helping Towns

New Hampshire Public Works Mutual Aid Program (NHPWMA)

NH Public Works Mutual Aid

Nor'easters

Ice Storms

Floods

Blizzards

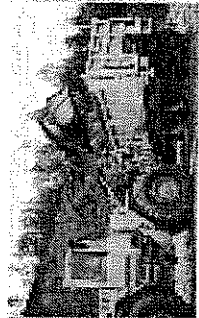
Dam Breaches

Hurricanes

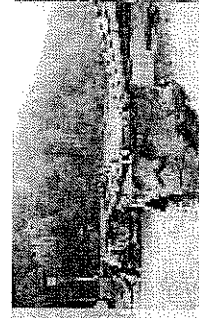
Intentional Damage



Storm



Storm Cleanup



Flood Damage



Storm Damage



River Wash Out

What is NHPWMA?

Disasters seldom strike within town limits and they often affect surrounding communities. Mutual aid allows members to help those most affected by the disaster. The NHPWMA program is a network of municipalities that assist one another during emergencies through partnering agreements and a protocol for requesting and receiving aid. Inventories are shared with each member of the program. In the aftermath of the 2005, 2006, and 2007 floods, the program helped numerous communities repair and restore damaged infrastructure. There are already approximately 100 members in the NHPWMA program. This includes access to trucks, graders, personnel, building inspectors, water and wastewater operators and many more resources.

How Does it Work?

During emergencies, members can either contact other members directly, contact the NHPWMA program, use the pager (376-4453) or use pw.net. Providing aid is optional; the needs of your community always come first. Agreements are reciprocal; all members help each other.

Who Can Participate?

Authorized under RSA 53-A

NHPWMA is currently available to municipalities and other governmental entities including village districts. Private water systems are currently not able to participate directly in the NHPWMA program but can sign separate agreements between specific systems (work is currently underway to address this issue). There is a minimal \$25 annual fee to participate in the program.

What Are The Benefits of Joining NHPWMA?

- Reduces vulnerability of participating communities.
- Enables prompt and effective response.
- Provides for rapid and orderly rehabilitation of infrastructure.
- Allows access and exchange of specialized supplies, equipment, and personnel.
- NHPWMA does not require any disaster declaration to activate, which means utilities can request aid at almost any time (even for small scale events).
- In case of a federally declared emergency, it facilitates FEMA reimbursement since reimbursement is contingent upon a pre-existing, signed mutual aid and assistance agreement.

How do I Join?

- 1) Sign the agreement form (on the website) and complete the appropriate inventory (for Public Works, Building Inspectors or Water/Wastewater Systems).
- 2) Make a \$25 check payable to Mutual Aid and mail with the agreement to the LGC:
*New Hampshire Local Government Center
25 Triangle Park Drive
Concord NH 03301*
- 3) Mail or fax a copy of the signed agreement and completed inventory to:
*UNH Technology Transfer Center
33 Academic Way
Durham NH 03824
Fax: 603-862-0620*



*This program is approved by the New
Hampshire Attorney General.*

New Hampshire Public Works Mutual Aid Program Mutual Aid and Assistance Agreement

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:

WHEREAS, the State of New Hampshire is geographically vulnerable to a variety of natural and technological disasters; and

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to cooperate with other municipalities on a basis of mutual cooperation and recognizing this vulnerability and providing that this Agreement's intended purposes are to:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments; and

WHEREAS, under Chapter 53-A and other chapters of the New Hampshire Revised Statutes Annotated, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another at the appropriate times.

THEREFORE, pursuant to RSA 53-A:3, I, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

- A. "*Agreement*" means this document, the New Hampshire Public Works Mutual Aid Program Agreement.
- B. "*Aid and assistance*" includes personnel, equipment, facilities, services, supplies, and other resources.
- C. "*Authorized Representative*" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

D. *"Disaster"* means a calamitous event threatening loss of life or significant loss or damage to property, such as a flood, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made accidental, military, or paramilitary cause.

E. *"Mutual Aid Resource List"* means the list of Providers, equipment, and personnel maintained by the UNH Technology Transfer Center.

F. *"Party"* means a governmental entity which has adopted and executed this Agreement.

G. *"Provider"* means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient"). In the absence of any local governing body designation, the Provider shall be represented by the local agency charged with recovery and repair activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

H. *"Recipient"* means the party setting forth a request for aid and assistance to another party (the "Provider"). In the absence of any local governing body designation, the Provider shall be represented by the local agency charged with recovery and repair activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

SECTION II: INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; **AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

A. As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

B. Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

C. Pursuant to RSA 53-A and as elaborated upon in Section XI of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section XI of this Agreement.

SECTION III: GOVERNING BOARD; POWERS

A. The New Hampshire Public Works Mutual Aid Program shall be governed by a Board of Directors composed as follows:

- (1) Four (4) members who shall be members of and appointed by the New Hampshire Road Agents Association;
- (2) Two (2) members who shall be members of and appointed by the New Hampshire Public Works and Municipal Engineers Association;
- (3) One (1) member who shall be members of and appointed by the New Hampshire Municipal Management Association;
- (4) One (1) member who shall be members of and appointed by the New Hampshire Association of Fire Chiefs, *ex. officio*;
- (5) One (1) member who shall be members of and appointed by the New Hampshire Association of Chiefs of Police, *ex. officio*;
- (6) The Commissioner of the Department of Transportation or a designee, *ex. officio*;
- (7) The Director of the New Hampshire Office of Emergency Management or a designee, *ex. officio*;
- (8) The Director of the University of New Hampshire Technology Transfer Center or a designee, *ex. officio*; and
- (9) The Executive Director of the Local Government Center or a designee, *ex. officio*.

B. *Ex-officio* members shall be non-voting members and shall not be counted for a quorum. A majority of the voting members appointed and qualified shall constitute a quorum for the transaction of any business and a majority vote of these present and voting at any meeting shall be required for any action.

C. The fiscal and business year of the New Hampshire Public Works Mutual Aid Program shall be from January 1 to December 31 of each year. The Board of Directors shall meet at least one time each year in June. The Board of Directors shall elect a Chair and a Vice Chair. The Chair and Vice Chair shall serve in their respective positions for a period of two years, provided that either may resign or be removed by the Board of Directors with or without cause. The Chair shall preside at all meetings of the Board of Directors and shall have such other duties as the Board may assign. In the absence of the Chair, the Vice Chair shall perform the duties of and have the authority of the Chair. The Vice Chair shall also have such other duties as the Board may assign. It is expected that all Directors shall use their best efforts to attend all Board meetings. If a vacancy is created by the removal or resignation of a Director or for any other reason, the entity identified in Section III A as being responsible for appointing the former Director shall promptly appoint a replacement Director to serve the remainder of the former Director's term.

D. The Board of Directors shall have the authority to elect a Treasurer and a Secretary. The Treasurer and Secretary shall serve in their respective positions for a period of two years, provided that either may resign or be removed by the Board of Directors with or without cause. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the New Hampshire Public Works Mutual Aid Program; (b) receive and give receipts for moneys due and payable to the New Hampshire Public Works Mutual Aid Program from any source whatsoever, and deposit all such moneys in the name of the New Hampshire Public Works Mutual Aid Program in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and (c) in general perform all of the duties incident to those set forth in this Section III. D. and such other duties as from time to time may be assigned to the Treasurer by the Board of Directors. The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors in one or more books provided for that purpose; (b) be the custodian of the records of the New Hampshire Public Works Mutual Aid Program, or make adequate provision for alternative custody arrangements; (c) when requested or required, authenticate any records of the New Hampshire Public Works Mutual Aid Program; and (d) in general

perform all of the duties incident to those set forth in this Section III. D. and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

E. The term of office of voting members shall be three (3) years or until their successor is appointed and qualified. The initial terms of office shall be staggered as follows:

- (1) The four Category (1) members shall hold initial terms of one (1) year; two (2) years; and two (2) for three (3) years;
- (2) The two Category (2) members shall hold initial terms of one (1) year and two (2) years.
- (3) The Category (3) member shall hold an initial term of one (1) year.
- (4) The Category (4) member shall hold an initial term of two (2) years.
- (5) The Category (5) member shall hold an initial term of three (3) years.

F. In addition to any other authority provided in this Agreement, the New Hampshire Public Works Mutual Aid Program Board of Directors shall have the authority to:

- (1) Enter into any necessary agreements on behalf of the participating units of government in furtherance of this Mutual Aid Agreement, subject to any necessary ratification by the participating units;
- (2) Adopt an annual budget and establish an annual fee for participating in the New Hampshire Public Works Mutual Aid Program;
- (3) Propose modifications to the mutual aid agreement for ratification by participating units of government;
- (4) Promulgate reasonable rules to govern the New Hampshire Public Works Mutual Aid Program; and
- (5) Perform any other function and undertake any other activity reasonably necessary to carry out the purpose of this agreement unless said function or activity is subsequently disavowed by a majority vote of the governing bodies of the participating municipal government units.

SECTION IV: PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a disaster and deems its resources inadequate to rectify the given situation, it may request mutual aid and assistance by communicating the request directly to one or more Providers on the Mutual Aid Resource List, indicating the request is made pursuant to this mutual aid agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for mutual aid and assistance shall be transmitted as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section IV). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VIII of this Agreement.

B. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

- (1) Stricken Area and Status: A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date;
- (2) Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;

- (3) Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water/sewer, storm water systems, streets) and the type of work assistance needed;
- (4) Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
- (5) Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
- (6) Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: If the severity of the emergency is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the Recipient shall be responsible for notifying the appropriate state agencies or coordinating requests for state and/or federal assistance.

SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response. Provider's acknowledgment shall contain the following information:

- (1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;
- (2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VII] of this Agreement.)
- (3) The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Recipient; and
- (4) The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to the "Supervision and Control" section [Section VI] of this Agreement).

SECTION VI: SUPERVISION AND CONTROL

A. Provider shall designate supervisory personnel among any employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient.

Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

- (1) have the authority to assign work and establish work schedules for Provider's personnel. Further, direct supervision and control of Provider's personnel, equipment, and other resources shall remain with Provider's supervisory personnel. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
- (2) maintain daily personnel time records, material records, a log of equipment hours, and other expenses;
- (3) shall report work progress to Recipient at mutually agreed upon intervals.

SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

- A. Unless otherwise provided, the duration of Provider's assistance shall be presumed to be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient.
- B. As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of its (Provider's) intent to terminate portions or all assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VIII: COST DOCUMENTATION

- A. *Personnel* – Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).
- B. *Provider's Traveling Employee Needs* – Provider shall document the basic needs of Provider's traveling employees, such as reasonable out-of-pocket costs and expenses of Provider's personnel, including without limitation to transportation expenses for travel to and from the stricken area, shelter, and subsistence.
- C. *Equipment* – Provider shall document the use of its equipment during the period of assistance including all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the assistance.
- D. *Materials And Supplies* – Provider shall document all materials and supplies furnished by it and used or damaged during the period of assistance.

SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION X: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees.

SECTION XI: IMMUNITY

Pursuant to RSA 53-A, all activities performed under this Agreement are hereby declared to be governmental functions and the liability of both Provider and Recipient shall be governed by NH Statutes, RSA 107-C:10.

SECTION XII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION XIII: ROLE OF THE LGC AND UNIVERSITY OF NH TECHNOLOGY TRANSFER CENTER

A. Under this Agreement, the responsibilities of the Local Government Center (LGC) are:

- (1) to serve as the fiscal agent of the Program for the invoicing and collection of any dues or fees, recipient for special grants or awards, and for the processing of all accounts receivable and payable;
- (2) to serve as the central depository for executed agreements; and
- (3) to provide administrative support to the Board of Directors.

B. Under this Agreement, the responsibilities of the University of New Hampshire Technology Transfer Center (UNH T²) are:

- (1) to maintain the Mutual Aid Resource List, and to provide this listing to each of the entities on an annual basis.
- (2) to train public works personnel and other local officials in the implementation of the NHPWMAP.

SECTION XIV: AMENDMENTS; ADDITIONAL MEMBERS

A. *Manner* – This Agreement may be modified at any time by (1) a proposal of the Board of Directors and upon the consent of a majority of the participating government units or (2) upon the mutual written consent of the Recipient and Provider.

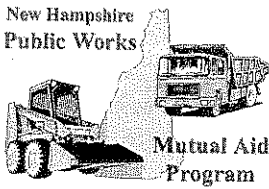
B. *Addition of Other Entities* – Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; (2) sending said executed copy of the Agreement to the Local Government Center with payment of any dues or fees; and (3) completing and returning the Mutual Aid Resource List.

SECTION XV: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Local Government Center, which shall provide notice to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent to all other parties. A party's withdrawal from this Agreement shall not affect a party's liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XVI: HEADINGS

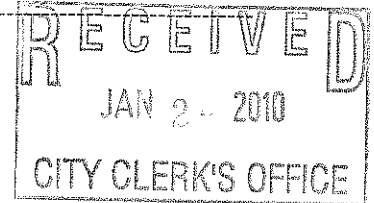
The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.



33 Academic Way
Durham NH 03824
603-862-1362
t2.center@unh.edu
Fax: 603-862-0620

January 25, 2010

Dear Kevin,



I write this letter on behalf of the NH Public Works Mutual Aid (NHPWMA) Program.

This letter is to provide some clarification on the roles and responsibilities of members on the Board of Directors and to provide information on how the Board operates.

NHPWMA operates under an agreement that is authorized by RSA 53-A. This agreement clearly describes who shall hold seats on the Board of Directors (BOD) and who shall have voting privileges. Under the agreement in *Section III: Governing Board; Powers* it states that the following individuals shall have voting powers: *New Hampshire Road Agents Association; New Hampshire Public Works and Municipal Engineers Association; New Hampshire Municipal Management Association; and New Hampshire Building Official's Association. The following groups are invited on the BOD as ex-officio (B. Ex-officio members shall be non-voting members and shall not be counted for a quorum): New Hampshire Association of Fire Chiefs; New Hampshire Association of Chiefs of Police; The Commissioner of the Department of Transportation or designee; The Director of the New Hampshire Office of Emergency Management or designee; The Director of the University of New Hampshire Technology Transfer Center or designee; The Executive Director of the Local Government Center or designee.*

Therefore, the LGC can (and does) have a representative on the board to provide support services to that affiliate group but cannot vote to influence any decisions of the board.

In addition, the LGC offers support services to all their affiliate groups. Since NHPWMA is an affiliate group, the BOD does get some support from the LGC, such as free meeting rooms and financial support (collecting monies/writing checks) and other services. However, the voting members of the BOD maintain control and all decision-making of the BOD.

For more information, visit the NHPWMA website: <http://www.t2.unh.edu/ma/index.html> or the NHPWMA brochure: http://www.t2.unh.edu/ma/ma_brochure_july09.pdf

I hope you found this information helpful. If you have any questions at all, please contact me or anyone on the NHPWMA BOD: <http://www.t2.unh.edu/ma/directors.htm>

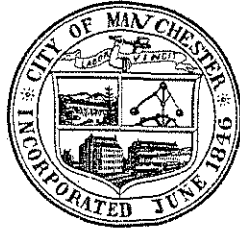
Sincerely,

Kathryn A. Myers

Kathryn A. Myers
Ex-Officio Board Member, NHPWMA
Training Program Manager, UNH Technology Transfer Ctr.
603-862-1362
k.myers@unh.edu



Matthew Normand
City Clerk



Kathleen Gardner
Deputy City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Michael Landry
Chairman, Planning Board

From: Heather Freeman *HF*
Vital and Legislative Records Supervisor

Date: September 1, 2009

Re: Gold Street neighborhood

Please be advised that the Committee on Public Safety, Health and Traffic, at a meeting held on Monday, August 31, 2009, tabled the communication from Rene Fortin of Gold Street, requesting alternate solutions to commercial expansion in the Gold Street neighborhood. The communication from Mr. Fortin is enclosed.

Enclosure

15-1

Tabled 8/31/09

8-18-2009

City of Manchester
Board of Mayor & Aldermen

This request to close Gold St at Ross Ave, Sewall St at Ross Ave., President Rd at Greenwood St, is being submitted on behalf of over 120 residents that live in the Area.

Other streets that will be improved by these closings are Fox St, Mapleton Ave, and South Beach as well as Beech Hill Drive.

The proposed increase in traffic, will lower the quality of life in these neighborhoods. Residential areas should be protected, and not be expected to subsidize commercial enterprises

We ask to have you support our neighborhood and work to provide alternate solutions to assist commercial expansion

In board of Mayor and Aldermen

Date: 8/18/09 On Motion of Ald. O'Neil

Second by Ald. Pinard

Voted to refer to the Committee on Public Safety, Health and Traffic


City Clerk

15-2

Thank you
Bonnie D. Fortis
116 Gold St
Manchester NH